

Sheldon CSD

Sheldon EA

7/1/2005 6/30/2008

MASTER CONTRACT

BETWEEN

THE

SHELDON EDUCATION ASSOCIATION

AND

THE

SHELDON COMMUNITY SCHOOL DISTRICT

FOR THE

SCHOOL YEAR

2005-2008

SHELDON, IOWA

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ARTICLE I

PREAMBLE

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II

- A. UNIT. The Board hereby recognizes the Sheldon Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument [Case S.E.A.: No. 621] issued by the PERB on the third day of May, 1976.

The unit described in the above certification is as follows:

INCLUDED: All full-time and regular part time professional personnel including: classroom teacher, guidance counselor, librarian, departmentalized teacher, Title I special reading teacher, vocational agriculture teacher, vocational homemaking teacher, multi-categorical resource teacher, gifted and talented coordinator.

EXCLUDED: Superintendent, assistant Superintendent, director of elementary education, principals, assistant principals, activities director, At-Risk coordinator, school nurse, teacher aides, teacher associates, substitute teachers, intern teachers, non-certificated personnel, all other employees of the district, supervisory and confidential as defined by the Act, and all other persons excluded by Section 4 of the Act.

B. DEFINITIONS:

1. The term "Board", as used in this agreement, shall mean the Board of Education of the Sheldon School District or its duly authorized representatives.
2. The term "employee" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this agreement, shall mean the Sheldon Education Association or its duly authorized representatives.

ARTICLE III

EMPLOYMENT TERMS

- A. There shall be no more than 195 paid contractual days in the school year, excluding employees having extended or supplemental contracts. These days shall be as follows:
- (a) There shall be 180 teacher-student contact days scheduled within the school year at the Superintendent's discretion.
 - (b) There shall be five (5) paid holidays that shall consist of Labor Day, Thanksgiving Day, Christmas, New Year's Day, and Memorial Day.
 - (c) There may be nine (9) workdays or inservice days to be scheduled at the Superintendent's discretion and one (1) workday scheduled between the first and second semester of the school year.
 - (d) There may be one (1) unpaid workday or inservice day for first year teachers new to the school district.

Certain employees shall be contracted on an extended basis as shall be agreed to by the employee and the Board.

- B. All full-time employees covered under this contract shall work from 8:00 A.M. until 4:00 P.M. On Fridays or on days preceding school holidays or vacations, the employee's day shall end at 3:30 P.M. All part-time employees' working hours will be set by the Superintendent or his designee. Nothing contained herein prohibits or limits the rights and responsibilities of the administration in assigning extra duties as associated with the teaching profession; for example, attendance at staff meetings, open houses, ticket selling at school activities and such additional events or activities as may be scheduled from time to time.
- C. Employees may be required to attend, without additional compensation, faculty or professional meetings in addition to the regular staff meetings that may be called during the regular school hours of 8:00 A.M. to 4:00 P.M. up to three (3) meetings per school month, not to exceed 18 per school year. Said school meetings may be called between the hours of 7:30 A.M. and 4:45 P.M.
- D. Employees shall be entitled to a thirty (30) minute duty-free lunch on each full teaching day. Employees may leave the building during the duty-free lunch period after notifying the office.
- E. Normally all full-time teachers will have at least 225 minutes of preparation time per five (5) day week.
- F. In addition to the time set forth above, employees involved in activities referred to in the Supplemental Pay Schedule B shall devote the requested time to that activity and the Board reserves the right to schedule certain activities covered in the Supplemental Pay Schedule within the 8:00 A.M. to 4:00 P.M. working day if necessary.
- G. Employees may leave the school building after obtaining permission from the building principal. The decision will be left to the sole discretion of the principal.

ARTICLE IV

HEALTH PROVISIONS

- A. **PHYSICAL FITNESS - NEW EMPLOYEES.** All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, prior to receiving their first paycheck. Such evidence shall be limited to a statement from a licensed physician of the employee's choice. The employer shall pay up to \$48.00 for the cost of such examination that is not covered by insurance.
- B. **PHYSICAL FITNESS - CONTINUING EMPLOYEES.** All continuing employees shall present evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, once every three (3) years. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's fitness. The employer shall advise the employee when such examination is necessary. The employer shall pay up to \$48.00 for such examination that is not covered by insurance. The employer may require a subsequent examination when in its judgment such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employer and the employer shall pay the cost of such examination.

ARTICLE V

SAFETY PROVISIONS

- A. The employer shall make an effort to provide and maintain a safe place of employment. All employees shall be alert to unsafe practices, equipment, or conditions and shall make an effort to report any such unsafe practices, equipment, or conditions to their principal or immediate supervisor.

ARTICLE VI

LEAVES

- A. SICK LEAVE. A leave of absence for an employee's illness or injury with full pay for consecutive years of employment shall be as follows:

10 days	-	1st year	13 days	-	4th year
11 days	-	2nd year	14 days	-	5th year
12 days	-	3rd year	15 days	-	6th and subsequent years

The amount of accumulated sick leave shall be one hundred thirty (130) days. Accumulated sick leave may be transferred to the Sheldon Community School District in an amount equal to the number of years experience brought into the system. This amount shall not exceed eighty (80) days.

An employee shall be allowed to use up to three (3) days of his or her sick leave for an illness or injury, medical appointment related to an illness or injury, or an outpatient surgical procedure of a spouse, child or parent. An Employee shall also be allowed up to three (3) days of his or her sick leave to consult with a medical specialist for purposes of obtaining diagnostic tests and care. In either instance, requests for such leave must be submitted to the Superintendent for his or her approval before the leave may be utilized. Such requests need not describe the illness, injury, or surgical procedure necessitating the leave. Additional days, which shall also be charged against accumulated sick leave, may be granted at the discretion of the Superintendent whose decision in this matter is not grievable.

The employer may request medical proof from an employee absent for more than five (5) consecutive days due to personal illness or injury prior to the employee receiving pay for sick leave. In addition, the employer may, in any case, request medical proof if, in the employer's discretion, the employer deems absences excessive or if the employer has a question as to the validity of the request for sick leave. A physician chosen by the employer may review the employee's medical proof, and the cost, if any, for said medical proof shall be paid by the employer.

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than October 1 of each year.

- B. SERIOUS FAMILY ILLNESS. Employees shall be granted leave of absence at full pay for a serious illness, requiring professional care, for a member of the immediate family. A serious illness is defined as an illness, medical condition, or injury resulting in an overnight stay in the hospital, a period of incapacity of three (3) or more consecutive days, or periodic treatments for an illness or injury, e.g. radiation, chemotherapy, for an employee's spouse, children, parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, and brother. This leave shall not exceed five (5) days for a serious illness. Additional days may be granted at the discretion of the Superintendent whose decision in this matter is not grievable.

Requests concerning such circumstances shall be made on prescribed school district form and routed through the building principal's office to the office of the Superintendent.

- C. ADOPTION LEAVE. In cases of legal adoption up to fifteen (15) days leave shall be granted to the employee. This leave shall be deducted from the sick leave.

D. PERSONAL LEAVE:

1. Two (2) days (non-cumulative of personal leave shall be available to full-time employees annually for use at the employee's discretion, subject to the following:
 - a. No personal leave shall be granted for the day immediately preceding or the day immediately following any other leave period, any holiday, or vacation period, nor shall any leave be granted during the first or last week of school or during a day of parent-teacher conferences, except in case of an emergency or in the event of unusual circumstances as determined by the Superintendent. The Superintendent's determination of what constitutes an emergency or unusual circumstances shall not be subject to the grievance procedure.
 - b. Leave shall be by written request to the employee's principal, made at least three (3) days in the advance of the date of the intended absence. A copy of the request will be returned to the employee showing dispensation of the request. It is further provided, however, that fewer than three (3) days notice may be given when an employee demonstrates, by evidence satisfactory to the Superintendent, that an emergency prevented the giving of three (3) day's notice and that the notice actually given was as far in advance of the date of the intended absence as permitted by the emergency.
 - c. No more than five (5) employees of the school district shall be allowed to utilize personal leave at any one time. Requests shall be considered in the order they are received. The Superintendent shall have discretion to grant only those requests for which substitutes may be obtained.
 - d. Any full time instructor who does not avail themselves of personal leave days during the school year shall be paid the equivalent of a day of substitute teacher pay for the personal days not utilized in any year. Payment will be made in June of each year.

E. JURY DUTY. In the absence of extra-ordinary circumstances, teachers in the school system may be excused for jury duty. In order that no teacher shall suffer financial loss because of such absence the difference between their normal salary and the compensation received for jury duty shall be paid.

F. MILITARY LEAVE. A military leave of absence shall be granted to an employee who shall be inducted for military duty in time of war or other emergency declared by proper authority in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he would have accrued had he taught in the district during such period. Employees of the Sheldon Community School District shall continue to receive their regular compensation for the duration of their contract year when called to active duty as a member of the National Guard or Reserves, provided that they shall remit or turn over to the school district that compensation, except for mileage and expenses which they received while on active duty.

G. PROFESSIONAL LEAVE. Attendance at educational meetings or visiting other schools is permitted at full pay, if such absence is recommended by the building principal and is approved by the Superintendent. All cases will be reviewed in light of budget, benefit to the educational program and availability of suitable substitutes. Expenses for said leave shall be approved by the building principal prior to attendance.

Upon returning from professional leave, the employee shall submit a written report to the building principal.

- H. ASSOCIATION LEAVE. Up to a total of six (6) days shall be available for representatives of the association to attend conferences, conventions, or other activities of the state and national affiliated organizations at the discretion of the association. Substitutes for teachers attending these events will be hired by the school district, if necessary, as determined by the building principal, and reimbursement will be made to the school district by the association for said substitutes.
- I. FUNERAL LEAVE. Employees shall be granted leave of absence at full pay for a death in the immediate family. Immediate family shall be limited to the employee's spouse, children, parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, grandparents, and grandchildren. This leave shall not exceed five (5) days at any one time. Requests concerning such circumstances shall be made on prescribed school district form and routed through the building principal's office to the office of the Superintendent.

Employees shall be granted leave of absence for the death of other relatives, not to exceed five (5) days without pay for the absence.

In the event of the death of an employee in the Sheldon School District, the principal or immediate supervisor of said employee may grant, to an appropriate number of employees, sufficient time to attend the funeral. In the event of the death of a former employee of the Sheldon Community School District, the principal may grant, to an appropriate number of current district employees sufficient time to attend funeral services conducted within the district boundaries of the Sheldon Community School District. The principal's decision in this matter is not grievable.

- J. SABBATICAL LEAVE. Certified personnel having completed five (5) years of service in the Sheldon Community School District may submit a written request to the Board of Directors for a one (1) year sabbatical leave. Upon approval of this request, salary at a rate of zero per cent (0%) of the teachers following year's salary.
- K. ABSENCE WITHOUT PAY. The Superintendent may authorize leave without pay for purposes which the Superintendent considers necessary. An employee must make an application for authorization for such leave at least ten (10) days in advance of the request stating the reason. If advance application is not possible, the application for approval for such reason must be made upon the day the employee returns from said leave. Deductions from the employee's salary will be made in accordance with the Sheldon Community School District Pay Deduction Regulations.
- L. EXTENDED LEAVE. An employee who is unable to work because of personal illness requiring professional care or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to the end of the school year in which the sick leave has been exhausted.
- M. All leaves may be taken in quarter ($\frac{1}{4}$) day increments.

ARTICLE VII
EVALUATION
STAFF DEVELOPMENT PROCEDURES

In order to meet the needs of teachers a two-tier evaluation process is necessary. The purpose of Tier I is to generate usable and reliable data that will support making a decision to recommend for licensure a beginning teacher and will support the movement of the beginning teacher to the career teacher level. Since most teachers in the district are neither beginning teachers or in need of assistance, Tier II will be the primary strand within the evaluation system. The purpose of Tier II is to provide a structured, supportive, and collaborative environment to promote professional development that will further the district's comprehensive improvement plan and enhance student achievement.

The building principal is responsible for the supervision of the certificated staff within the building. When a staff member is assigned to more than one building, the administrative team will designate the principal who will be responsible for the supervision.

Building principals have the continuous responsibility of monitoring excellence by using multiple alternative sources of data about daily practice that can include but are not limited to formal and informal classroom observations, informal observations, student achievement, review of professional development plans, and parent, student, and graduate feedback.

1. The building principal or appropriate supervisor shall acquaint each employee under his/her supervision with formal, written evaluation procedures and instruments which will be used, and shall provide each employee the name(s) of the administrator(s) who will observe and evaluate his/her performance.
2. The first three years in the system are considered probationary. Probationary teachers will be placed on Tier I of the evaluation process and will be scheduled for a minimum of (3) classroom observations each followed by a formative conference in each year of the probationary period. The last meeting will conclude with a summative conference.
3. If, after the third year in the system, the teacher is placed on Tier II of the evaluation process, the principal shall exercise the option of evaluating each teacher every year, or on an every third year basis.

During the year designated for evaluation, teachers would be scheduled for a minimum of three formal classroom observations, each followed by a formative conference. The last meeting would conclude with a summative conference.

If on an every third year basis, the teacher and principal will still confer annually on specific professional development plans to be completed in the ensuing year(s).

4. All formal classroom observations will be followed by a conference with the teacher within (10 days).

ARTICLE VIII

TRANSFER PROCEDURE

A. **VOLUNTARY TRANSFERS.** Any employee possessing the necessary qualification may apply for a voluntary transfer to another building and all applications shall be carefully considered. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. The granting of such transfer will be based upon the needs of the school district as determined by the administration.

B. **POSTING OF OPPORTUNITIES TO TRANSFER.**

1. When school is in session, a notice of an opening creating an opportunity to transfer to another building shall be sent to each school and posted in the office or faculty room for ten (10) school days before the final date when the application must be submitted. Employees who desire to apply for the transfer shall submit their applications in writing to the Superintendent, or his designee, within ten (10) school days from the posting. The granting of a transfer will be based upon the need of the school as determined by the administration.

When a transfer is filled, all applicants shall be notified within a reasonable time thereafter.

2. If an employee is transferred, then the employee shall be ineligible to submit an application for any other transfer to another building for a period of one (1) year from the date of transfer.

ARTICLE IX

STAFF REDUCTION PROCEDURE

- A. When there is a necessity for a reduction in staff, the employer shall attempt to accomplish such reduction by attrition.
- B. The Board shall consider an employee's seniority, competence, and qualifications when determining which employees shall be subject to reduction. This consideration may include: certification endorsements and educational preparation; relative skill and ability as determined through the District's contractual evaluation procedures; and total number of years of continuous service in the Sheldon Community School District.
- C. If a choice must be made among two (2) or more employees of equal competence and qualifications, as determined by the administration, the renewal shall be given to the employee with the greater total length of service in this district.
- D. The employee subject to reduction shall be notified in writing. The notification shall indicate the reasons for arriving at the individual or individuals subject to staff reduction.
- E. Any employee terminated under the above provisions shall be considered for recall to available positions for a period of one (1) year from date of termination if such request, in writing, is made known to the Superintendent of schools within thirty (30) days from the time the employee received notification of termination.
- F. The School Board Secretary shall be kept informed by the terminated employees of current addresses and telephone numbers and interest in recall.
- G. Any employee who is recalled for a position after having been terminated shall be placed on the salary schedule at the step above that at which he/she was terminated.
- H. The procedure of staff reduction, but not the substantive decision as to when it shall occur or who is involved, is subject to the grievance procedure of this contract.

ARTICLE X

INSERVICE EDUCATION

Building Leadership Team representatives from elementary, middle school, and senior high shall work in conjunction with school district administration to make recommendations to the Board on the structure and content of the district's in-service education program. In-service activities shall be tied to goals outlined in the school district's comprehensive school improvement plan.

ARTICLE XI

SALARIES

- A. TEACHER SALARY SCHEDULE. The salary of each employee covered by the regular salary schedule is set forth in Schedule A, attached hereto, and made a part thereof. Schedule A reflects the district's Phase I and Phase II funds.
- B. PLACEMENT AND ADVANCEMENT SALARY SCHEDULE:
1. Employees on the regular salary schedule may be granted one (1) increment or vertical step on the schedule for each year of service until the maximum on the schedule for their educational qualification is reached.
 2. New teachers coming into the Sheldon Community School District may receive credit for up to eight (8) years of teaching in other properly accredited school systems provided that such prior experience has been earned within nine (9) years immediately preceding the date of employment with the school district. Exceptions may be granted in sole discretion of the Superintendent.
 3. The basic salary guide shall be interpreted as a general basis for issuing employee's contracts. The Board reserves the right to pay above the basic schedule to obtain or keep specifically qualified employees. The Board reserves the right to contract with individual employees for certain curriculum or committee appointments.
 4. In order to qualify for the BA + 15, BA + 30, MA + 15, MA + 30, and MA + 45 training lanes on the salary schedule, credits must be related to the teacher's assignment field in the Sheldon Community School District. These credits must be earned after the date of the awarding of either the bachelor's or master's degree program to qualify for the BA + 15, BA + 30, MA + 15, MA + 30, or MA + 45 training lanes.
 5. Written notice of intent to advance to a higher level must be submitted to the office of the Superintendent not later than the contract return date. An official transcript must be presented by October 1 to affect a change in contract for that year. Revisions are not made during the year.
 6. All teachers must hold a minimum of a BA degree and must obtain six hours of graduate credit every five-year interval of employment in the Sheldon Community School District, until a master's degree is received, in order to advance vertically on the salary schedule.
 7. Teachers may substitute inservice education credit for the above six (6) semester hour credit, if the work is college or university connected and has prior approval of the Superintendent of schools.
 8. The salary schedule converts to one with \$1,000 vertical and horizontal increments with a beginning BA base of \$28,500 for 2005-2006.
 9. There shall also be established career or career-merit increments at \$1,000 for 2005-2006 for BA + 30 teachers who have attained step 14, MA, MA + 15, MA + 30, MA + 45, and PhD teachers who have attained step 16 of the schedule. The increments may be earned in one of the following manners:

- a. Career increments are earned by tenure only and would occur after four years at the top of a schedule lane. The earliest year of career increment eligibility would be 1992-93.
- b. In addition a career-merit increment could be earned by the accumulation of 15 points. The points could be earned in the following manner:
 - (1) A maximum of 5 points - 1-year tenure. The first year of eligibility for tenure points would not occur until the top of the schedule is reached.
 - (2) Graduate credit, including career-related travel (each graduate hour worth 1 point). Credit must be deemed valuable to the teacher's current teaching position as judged by a committee composed of faculty and administrators with final approval by the Superintendent. The committee would be composed of three teachers selected by the faculty and two administrators selected by the administrative cabinet.
 - (3) A maximum of 5 points in any one year could be earned by: (a) a publication in an academic or educational national journal, that pertains to the teacher's teaching assignment (b) a presentation at a national professional meeting related to the teacher's major field, and (c) academic or professional association awards of state or national stature relating to the teacher's major field.
 - (4) A maximum of 5 points in any one year could be earned by a recommendation from the supervising principal.
- 10. Any teacher qualifying for the career-merit increment who has not earned 15 points before the first pay period of the 1996-97 contract year may carry over points earned into subsequent years. However, once the career-merit increment was earned, the teacher would start over again with zero points.

C. METHOD OF PAYMENT AND EXCEPTIONS.

- 1. Employees on a 195-day contract shall be paid in either twelve (12) or ten (10) equal installments on the twentieth (20th) of each month commencing in September throughout the school year. An employee who opts to be paid on the ten (10) month basis shall make this decision in writing at least two weeks prior to the first pay period of the contract. The tenth (10th) payment for those who choose this option shall occur in June. Employees shall receive their checks at their building and on regular school days.
- 2. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- 3. Summer checks, other than summer school employees, shall be mailed to the address designated by the employee.

ARTICLE XII

SUPPLEMENTAL PAY

Employee participation in extra-curricular activity duties listed on the Supplemental Pay Schedule B, which is attached hereto and made a part hereof shall be compensated according to the rate of pay set forth in Schedule B.

ARTICLE XIII

INSURANCE

- A. Group health and accident insurance premiums may be deducted from salaries of personnel members. The school district shall contribute up to \$4,895 of the employee's annual premium provided that the application is timely and in terms and regulations according to the district's insurance carrier. The amount of insurance toward which the school district will contribute shall be determined annually. Pre-admission authorization shall be a requirement to participants in the district's group health and accident insurance plan.
- B. Employees may elect to have portions of their family insurance premiums paid by funds in lieu of salary. The amount is to be established on July 1 of each year. One amount for those employees with dependent coverage and one amount for families where both spouses are employed by the district.
- C. The school district shall contribute up to \$164 of the annual premium toward a group disability insurance program for employees. The monthly income benefit will be sixty percent (60%) of the employee's covered compensation to a maximum benefit of \$2,417, less any payment for that month which the employee and his or her dependents are eligible under the Federal Social Security Act. Benefits will be given on the latter of three (3) consecutive months or the expiration of accumulated sick leave and continue to age 65.
- D. The district shall contribute up to \$190.94 of the annual premium for term life insurance. Term life insurance shall be purchased in \$1,000 coverage increments. Total coverage shall be determined by \$190.94 divided by the cost per \$1,000. The amount of insurance toward which the school district shall contribute shall be determined annually and be approved by the Board of Directors.
- E. Retiring employees may take advantage of the privilege of continuing the group as retired employees provided, however, that they have reached the age of 55 years. Retired employees who take advantage of the privilege will remit their monthly premiums at least six (6) months in advance to the Board Secretary. The burden for making these payments on schedule will rest with the employee. The school will not assume the responsibility for collecting the premiums.

ARTICLE XIV

VOLUNTARY EARLY RETIREMENT

- A. Full-time employees who have completed at least fifteen (15) years of service in the Sheldon Community School District and are age fifty-five (55) by June 30 but not more than sixty (60) years of age as of the effective date of retirement, may be eligible for voluntary early retirement benefits, pursuant to this article, upon submission of a written resignation accepted by the School Board prior to March 1 in the year preceding retirement.
- B. The early retirement benefit for each eligible licensed employee approved by the board will be based on the licensed employee salary schedule in effect for the licensed employee's last school year of employment with the district. The lump sum early retirement benefit shall be equal to the difference between the salary schedule base and the licensed employee's total current salary for that year. The lump sum payment will be made upon retirement.
- C. Early retirement benefits shall not be granted to any employee who is discharged by the School District.

ARTICLE XV

DUES DEDUCTION

- A. AUTHORIZATION. Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Schedule C that is attached hereto and made a part hereof on page 21.
- B. REGULAR DEDUCTION. Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10th) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.
- C. DURATION. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.
- D. TERMINATION. Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore, or the balance of the year's dues shall be deducted from the next payment to the employee.
- E. TRANSMISSION OF DUES. The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period, and a listing of the employee for whom deduction was made.
- F. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards.
- G. It is further agreed that the word "dues" as used above does not involve initiation fees, special assessment, back dues, or fines.
- H. The Association agrees to indemnify and hold harmless the school district from any claims or causes of action that are based upon unfair representation or improper application or use of dues money by the Association.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 1.

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement, not specifically excepted from the grievance procedure.

Section 2.

- A. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures.
- B. The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
- C. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
- D. Any aggrieved person may be represented at Step Three and Step Four of the grievance procedure by himself/herself or at his/her option, by a representative selected or approved by the Association.

Section 3.

- A. **FIRST STEP.** An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal or immediate supervisor.
- B. **SECOND STEP.** If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and at a mutually agreeable time and within seven (7) days, discuss the matter with the principal or his designee. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) days from the date of occurrence of the event giving rise to the grievance. The principal or his designee shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within twelve (12) days after receipt of the grievance.
- C. **THIRD STEP.** In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within seven (7) days of the principal's written decision at the second step, a copy of the grievance with the Superintendent or his designee. Within fourteen (14) days after such written grievance is filed, the aggrieved teacher and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within fourteen (14) days of the third step grievance meeting and communicate it in writing to the teacher and the principal.

- D. FOURTH STEP. If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from the receipt of the Step Three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given.

If the two parties fail to reach agreement on an arbitrator within seven (7) days, the PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one (1) name at a time from the panel until only one (1) shall remain. Each party will be allowed three (3) days for each elimination. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the school district and the Association.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the agreement.

Section 4.

If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure. The Grievance Report Form is Schedule D attached hereto and by this reference made a part hereof.

ARTICLE XVII

COMPLIANCE AND DURATION

- A. SAVINGS CLAUSE. In the event that any provisions of this agreement shall become void or illegal during the term of this agreement, such provisions shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.
- B. PRINTING AGREEMENT. Copies of this agreement shall be printed at the expense of the Board, after agreement with the Association on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board and the Board shall provide the Association with twenty (20) additional copies.
- C. NOTICES. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions (s) of this agreement, either party shall do so by telegram or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party:

1. If by Association, to Board at:
Superintendent's Office
Sheldon Community School District
Sheldon, IA 51201

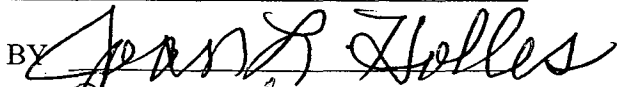
2. If by Board, to Association at:
Chairman of the Executive Council
Sheldon Education Association
Sheldon Community School
Sheldon, IA 51201

- D. FINALITY AND EFFECT. Past practices shall not constitute part of this agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering to the administration of the school district by law or custom are retained by the Board. Provided that none of the clauses in this agreement in any way abrogate or diminish the above mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this agreement.

- E. DURATION PERIOD. This agreement, except as hereinafter provided, shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008. The salary and insurance benefits shall be in effect only for the period beginning July 1, 2005 and continuing in effect until June 30, 2006.
- F. SIGNATURE CLAUSE. IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 15th day of March 2005.

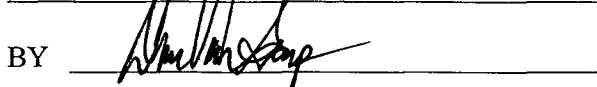
SHELDON EDUCATION ASSOCIATION

BY 

ATTEST:


CHIEF NEGOTIATOR

SHELDON COMMUNITY SCHOOL DISTRICT

BY 

ATTEST:


CHIEF NEGOTIATOR

SCHEDULE A
SHELDON COMMUNITY SCHOOL
SHELDON, IA

SALARY SCHEDULE 2005-2006
 \$28,500 Base \$1,000 Vertical & Horizontal Increment

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>PhD</u>
1	28,500	29,500	30,500	31,500	32,500	33,500	34,500	35,500
2	29,500	30,500	31,500	32,500	33,500	34,500	35,500	36,500
3	30,500	31,500	32,500	33,500	34,500	35,500	36,500	37,500
4	31,500	32,500	33,500	34,500	35,500	36,500	37,500	38,500
5	32,500	33,500	34,500	35,500	36,500	37,500	38,500	39,500
6	33,500	34,500	35,500	36,500	37,500	38,500	39,500	40,500
7	34,500	35,500	36,500	37,500	38,500	39,500	40,500	41,500
8	35,500	36,500	37,500	38,500	39,500	40,500	41,500	42,500
9	36,500	37,500	38,500	39,500	40,500	41,500	42,500	43,500
10	37,500	38,500	39,500	40,500	41,500	42,500	43,500	44,500
11		39,500	40,500	41,500	42,500	43,500	44,500	45,500
12		40,500	41,500	42,500	43,500	44,500	45,500	46,500
13			42,500	43,500	44,500	45,500	46,500	47,500
14			43,500	44,500	45,500	46,500	47,500	48,500
15				45,500	46,500	47,500	48,500	49,500
16				46,500	47,500	48,500	49,500	50,500

Career Merit Increments

1	44,500	47,500	48,500	49,500	50,500	51,500
2	45,500	48,500	49,500	50,500	51,500	52,500
3	46,500	49,500	50,500	51,500	52,500	53,500
4	47,500	50,500	51,500	52,500	53,500	54,500
5	48,500	51,500	52,500	53,500	54,500	55,500
6	49,500	52,500	53,500	54,500	55,500	56,500
7	50,500	53,500	54,500	55,500	56,500	57,500

SCHEDULE B
SHELDON COMMUNITY SCHOOL

2005-2006 \$28,500

Extra Curricular Activity Schedule Based on 1.0 Being Equivalent to Ten Percent (10%) of \$28,500

Head Football Coach	1.50	\$4,275	Middle School Football Coach	0.67	\$1,910
Ass't Football Coach	1.00	\$2,850	Middle School Basketball Coach	0.67	\$1,910
			Middle School Track Coach	0.52	\$1,482
Head Basketball Coach	1.50	\$4,275	Middle School Wrestling Coach	0.67	\$1,910
"B" Team Basketball Coach	1.00	\$2,850	Middle School Volleyball Coach	0.52	\$1,482
Head Track Coach	1.25	\$3,563	High School Band	1.50	\$4,275
Ass't Track Coach	0.85	\$2,423	High School Vocal	1.50	\$4,275
			Middle School Band	0.31	\$884
Cross Country Coach	0.85	\$2,423	Speech & Dramatics	1.50	\$4,275
Ass't Cross Country	0.52	\$1,482	Ass't Speech	0.63	\$1,796
Head Wrestling Coach	1.50	\$4,275	Audio Visual	0.52	\$1,482
Ass't Wrestling Coach	1.00	\$2,850	Concessions	1.00	\$2,850
Golf Coach	0.75	\$2,138	Annual	0.75	\$2,138
			Newspaper	0.37	\$1,055
Head Baseball Coach	1.50	\$4,275			
Ass't Baseball Coach	1.00	\$2,850	Weightlifting	0.50	\$1,424
			Pep Club & Cheerleaders	1.20	\$3,421
Head Softball Coach	1.50	\$4,275	High School B Intramural	0.30	\$855
Ass't Softball Coach	1.00	\$2,850	High School G Intramural	0.30	\$855
Head Volleyball Coach	1.25	\$3,563	FFA	0.37	\$1,055
Ass't Volleyball Coach	0.85	\$2,423	FHA	0.37	\$1,055
			FBLA	0.25	\$713
9th Grade Football Coach	0.82	\$2,337	Art Club	0.25	\$713
9th Grade Basketball Coach	0.82	\$2,337	Science Club	0.25	\$713
9th Grade Track Coach	0.52	\$1,446	Photography Club	0.25	\$713
9th Grade Wrestling Coach	0.75	\$2,085	Spanish Club	0.25	\$713
9th Grade Volleyball Coach	0.75	\$2,138			
			Honor Society	0.25	\$713
Senior High Student Council	0.37	\$1,029	Jr/Sr Prom Chairperson	0.25	\$713
Mock Trial	0.37	\$1,055			

SCHEDULE C

Dues Deduction Authorization Form

For Employee use only
Do not fill out.

Authorization for Payroll Deduction of SEA Dues

Employee Number

First Name

Initial

Last Name

Date Started

Amount

CHANGES

Date Started

Amount

Date Started

Amount

Date Started

Amount

Date Started

Amount

I hereby request and authorize the Board of Education of Sheldon Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Sheldon Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date thereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and the said organization.

It is further understood that in the event my employment terminates prior to June, I shall provide verification to the Board of Education from the Association that my dues are paid in full for the year or that satisfactory arrangements have been made with the Association for payment of those dues. In the event I do not furnish said verification it is understood that the balance of the year's dues shall be deducted from my final payment from the Sheldon Community School District.

Date _____

Signature _____

Social Security # _____

SCHEDULE D
GRIEVANCE REPORT

No. _____

Date Filed

Sheldon Community School District

Distribution of Form

_____ Building

1. Employee
2. Appropriate Supervisor
3. Superintendent
4. Association

Name of Aggrieved Person

LEVEL TWO

A. Date alleged violation occurred _____

B. Section(s) of Contract violated _____

C. Statement of Grievance _____

D. Relief sought _____

Signature and date of receipt by supervisor

Date

Signature of Grievant

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor

Date

LEVEL THREE

A.

Signature of Aggrieved Person

Date

Signature and date of receipt by Superintendent

Date

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee

Date

LEVEL FOUR

A.

Signature of Aggrieved Person

B.

Signature of Association President

C.

Date Submitted to Arbitration

Date Received by Arbitrator

D. Disposition by Arbitrator _____

Signature of Arbitrator

Date